

813
15477-B

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

ROBERT W. ALVORD*
CHARLES T. KAPPLER
JOHN H. DOYLE*
GEORGE JOHN KETO*
RICHARD N. BAGENSTOS
JAMES C. MARTIN, JR.*

* ALSO ADMITTED IN NEW YORK
* ALSO ADMITTED IN OHIO
* ALSO ADMITTED IN MARYLAND

LAW OFFICES
ALVORD AND ALVORD

200 WORLD CENTER BUILDING

918 SIXTEENTH STREET, N.W.

WASHINGTON, D.C.

20006-2973

(202) 393-2266

OF COUNSEL
URBAN A. LESTER

CABLE ADDRESS
"ALVORD"

TELEX
440367 A AND A

TELEFAX
(202) 393-2156

2/24/89
FEB 24 1989
ICC Washington, D.C.

February 24, 1989

9-055A002

RECORDATION NO. 15477-B FILED 1425

FEB 24 1989 -12 05 PM

INTERSTATE COMMERCE COMMISSION

FEB 24 11 56 AM '89
MOTOR OPERATING UNIT

Ms. Noreta R. McGee
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Ms. McGee:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two fully executed copies of a Second Amendment to Security Agreement dated as of February 24, 1989, a secondary document as defined in the Commission's Rules for the Recordation of Documents, 49 C.F.R. Section 1177.

The enclosed document amends the Security Agreement dated as of January 1, 1988, which was duly filed and recorded with the Commission on January 21, 1988 and assigned Recordation Number 15477.

The names and addresses of the parties to the enclosed document are:

Secured Party: First Bank National Association
First Bank Place
Minneapolis, Minnesota 55480

Debtor: Greenbrier Leasing Corporation
One Centerpointe Drive, Suite 200
Lake Oswego, Oregon 97035

A description of the railroad equipment deleted by the enclosed document is set forth in Schedule A attached hereto and made a part hereof. A description of the railroad equipment added by the enclosed document is set forth in Schedule B attached hereto and made a part hereof.

Countersigned by C. F. Kanner

Ms. Noreta R. McGee
Secretary
Interstate Commerce Commission
February 24, 1989
Page Two

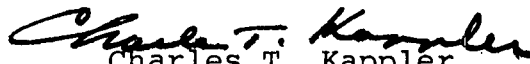
Also enclosed is a check in the amount of \$13 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return a stamped copy of the enclosed document to Charles T. Kappler, Esq., Alvord and Alvord, 918 Sixteenth Street, N.W., Washington, D.C. 20006.

A short summary of the enclosed secondary document to appear in the Commission's Index is:

Second Amendment to Security Agreement dated as of February 24, 1989 covering the deletion of 20 center partition bulkhead lumber flatcars bearing WCRC marks and numbers, and the addition of 30 center partition cars manufactured by Gunderson, Inc. of Portland, Oregon bearing WCRC marks and numbers.

Very truly yours,


Charles T. Kappler

Enclosures

SCHEDULE A

DELETED CARS

Twenty (20) 100-ton 73-foot center partition bulkhead lumber flatcars manufactured by Gunderson, Inc., of Portland, Oregon, bearing reporting marks and the numbers WCRC 9031, WCRC 9032, WCRC 9034, WCRC 9041, WCRC 9046, WCRC 9050, WCRC 9052, WCRC 9054, WCRC 9055, WCRC 9063, WCRC 9066, WCRC 9068, WCRC 9069, WCRC 9075, WCRC 9076, WCRC 9078, WCRC 9079, WCRC 9084, WCRC 9085, and WCRC 9088.

SCHDULE B

ADDED CARS

Twenty (20) center partition cars manufactured by Gunderson, Inc., of Portland, Oregon, bearing reporting marks and the numbers WCRC 2000 through WCRC 2019, both inclusive.

Ten (10) center partition cars manufactured by Gunderson, Inc. of Portland, Oregon bearing reporting marks and numbers WCRC 2020 through WCRC 2029, both inclusive."

Interstate Commerce Commission

Washington, D.C. 20423

2/24/89

OFFICE OF THE SECRETARY

Charles T. Kappler

Alvord & Alvord

918 16th St. N.W.

Washington, D.C. 20006

Dear Sir,

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 2/24/89 at 12:05pm, and assigned recordation number(s). 15477-B

Sincerely yours,

Narta L. McGee

Secretary

Enclosure(s)

FEB 24 1989 -12 05 PM

ICC Copy

INTERSTATE COMMERCE COMMISSION
SECOND AMENDMENT TO SECURITY AGREEMENT

THIS AGREEMENT, dated as of February 24, 1989 by and between GREENBRIER LEASING CORPORATION, a Delaware corporation (the "Borrower"), and FIRST BANK NATIONAL ASSOCIATION, a national banking association (the "Bank").

WITNESSETH: that

WHEREAS, the Borrower and the Bank have entered into a Loan Agreement dated as of January 1, 1988 (the "Loan Agreement"), pursuant to which the Borrower has issued to the Bank its promissory note (the "Existing Note"); and

WHEREAS, pursuant to the Loan Agreement, the Borrower and the Bank have entered into a Security Agreement dated as of January 1, 1988 and filed with the Interstate Commerce Commission on January 21, 1988 and assigned recordation number 15477, as amended by an Amendment to Security Agreement dated as of January 1, 1988, and filed with the Interstate Commerce Commission on April 1, 1988 and assigned recordation number 15477-A (said Security Agreement, as so amended, being hereinafter referred to as the "Security Agreement"); and

WHEREAS, the Borrower and the Bank propose to enter into a First Amendment to Loan Agreement (the "First Amendment to Loan Agreement") in order to increase the amount of the Bank's Commitment under the Credit Agreement, reissue the Existing Note in the form of a new note (the "Reissued Note") and amend the Loan Agreement in certain other respects; and

WHEREAS, the Borrower now desires to obtain a release of the collateral now described in Schedule 1 of the Security Agreement and to substitute certain other collateral therefor, and the Bank is willing to grant such release and permit such substitution; and

WHEREAS, it is a condition to the effectiveness of the First Amendment to Loan Agreement that the parties hereto execute and deliver this Second Amendment to Security Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

1. Capitalized terms used herein shall have the meanings attributed thereto in the Security Agreement.

2. Each and every reference to the "Note" contained in the Security Agreement shall henceforth mean and refer to the Reissued Note, as the same may hereafter be amended, modified, extended or renewed, and any note issued in substitution or replacement thereof, and each and every reference to the "Loan Agreement" shall henceforth mean and refer to the Loan Agreement as amended by the First Amendment to Loan Agreement and as the same may be further amended or supplemented from time to time.

3. In consideration of the release of the Vehicles described in paragraph 4 hereof and as further security for the Obligations, the Borrower hereby assigns to the Bank all of Borrower's rights, title and interest in, and grants to the Bank a security interest in the following items of Collateral:

(a) Twenty (20) 100-Ton 73-Foot center partition bulkhead lumber flatcars manufactured by Gunderson, Inc. of Portland, Oregon, bearing reporting marks and numbers WCRC 2000 through WCRC 2019, both inclusive, and all improvements, replacements, substitutions, accessories and additions thereto; (b) the Lease dated February 27, 1987 between Gunderson Leasing, Inc. and Tobacco Valley Lumber Company and assigned to the Borrower pursuant to an Assignment Agreement dated FEB 15, 1989 between Gunderson Leasing, Inc. and the Borrower, with respect to the vehicles described in (a) above, (c) the Assignment Agreement referred to in (b) above; (d) Ten (10) 100-Ton 73-Foot center partition bulkhead lumber flatcars manufactured by Gunderson, Inc. of Portland, Oregon and bearing reporting marks and numbers WCRC 2020 through 2029, both inclusive, and all improvements, replacements, substitutions, accessories and additions thereto; (e) the Lease dated September 20, 1987, between the Borrower and Tobacco Valley Lumber Company, with respect to the vehicles described in (d) above; (f) all leases and agreements to lease now or hereafter in effect and relating in any way to the Vehicles and all rents, accounts and other rights to payment arising under said Leases; and (g) all Proceeds of all of the foregoing. This grant of a security interest is made under and pursuant to the terms of the Security Agreement. The Borrower warrants to the Bank that (i) it is the lawful owner of such Vehicles, Leases and Proceeds, free and clear of all liens and encumbrances (except the security interest of the Bank and the leasehold interest of the lessees under the Leases); (ii) each Vehicle listed above has been received, delivered and accepted by a duly authorized agent of the Borrower and each such Vehicle is in the condition required by the Security Agreement and the Loan Agreement; and (iii) the Leases listed in clause (b) and clause (e) above is the valid and binding obligation of the lessee thereon, not subject as of the date hereof to any claim, offset or defense known to the Borrower and the name and address of the lessee, the lease terms and the Rents payable on such Leases as shown in such Leases are true and correct.

(Naw)

4. In consideration of the substitution of the Collateral described in paragraph 2 hereof, the Bank hereby absolutely and unconditionally releases and discharges the following described Vehicles from the lien of the Security Agreement and acknowledges and agrees that the Bank no longer claims or has a security interest therein or any other right, title or interest therein or thereto or in or to any proceeds therefrom:

Twenty (20) 100-ton 73-foot center partition bulkhead lumber flatcars manufactured by Gunderson, Inc., of Portland, Oregon, bearing reporting marks and the numbers WCRC 9031, WCRC 9032, WCRC 9034, WCRC 9041, WCRC 9046, WCRC 9050, WCRC 9052, WCRC 9054, WCRC 9055, WCRC 9063, WCRC 9066, WCRC 9068, WCRC 9069, WCRC 9075, WCRC 9076, WCRC 9078, WCRC 9079, WCRC 9084, WCRC 9085, and WCRC 9088.

5. Paragraph (e) of Schedule 1 to the Security Agreement is hereby amended to read as follows:

"(e) Thirty-nine (39) 100-ton 73-foot center partition bulkhead lumber flatcars manufactured by Gunderson, Inc. of Portland, Oregon and bearing reporting marks and numbers as follows:
WCRC 9033, WCRC 9035, WCRC 9036, WCRC 9037,
WCRC 9038, WCRC 9039, WCRC 9040, WCRC 9042,
WCRC 9043, WCRC 9044, WCRC 9045, WCRC 9047,
WCRC 9048, WCRC 9049, WCRC 9051, WCRC 9053,
WCRC 9056, WCRC 9057, WCRC 9058, WCRC 9059,
WCRC 9060, WCRC 9061, WCRC 9062, WCRC 9064,
WCRC 9065, WCRC 9067, WCRC 9070, WCRC 9071,
WCRC 9072, WCRC 9073, WCRC 9074, WCRC 9077,
WCRC 9080, WCRC 9081, WCRC 9082, WCRC 9083,
WCRC 9086, WCRC 9087, and WCRC 9089."

6. Schedule 1 to the Security Agreement is hereby amended by adding thereto the following new clauses (g) and (h):

"(g) Twenty (20) center partition cars manufactured by Gunderson, Inc., of Portland, Oregon, bearing reporting marks and the numbers WCRC 2000 through WCRC 2019, both inclusive.

(h) Ten (10) center partition cars manufactured by Gunderson, Inc. of Portland, Oregon bearing reporting marks and numbers WCRC 2020 through WCRC 2029, both inclusive."

7. Schedule 2 to the Security Agreement is hereby amended by adding thereto the following new clause (e):

"(e) (i) Lease dated February 27, 1987 between Gunderson Leasing, Inc. and Tobacco Valley Lumber Company and assigned to the Borrower pursuant to an Assignment Agreement dated FEB 15, 1989 between Gunderson Leasing, Inc. and the Borrower with respect to the Vehicles described in clause (g) of Schedule 1 to the Security Agreement and (ii) the Assignment Agreement referred to in the foregoing clause (e)(i) of this Schedule 2."

(initials)

8. Schedule 2 to the Security Agreement is hereby further amended by adding thereto the following new clause (f):

"(f) Lease dated September 27, 1987 between the Borrower and Tobacco Valley Lumber Company with respect to the Vehicles described in clause (h) of Schedule 1 to the Security Agreement."

9. This Second Amendment shall become effective when the Borrower and the Bank shall have executed this Second Amendment and received the following in form and substance satisfactory to the Bank: (a) First Amendment to the Loan Agreement; (b) the Reissued Note; (c) consent of Greenbrier Holdings, Inc., as guarantor under the Guaranty, to the execution, delivery and performance of this Second Amendment, the First Amendment to the Loan Agreement and the Reissued Note; and (d) such other documents as the Bank may reasonably require.

10. Except as herein modified or supplemented, the Security Agreement shall continue in full force and effect.

11. This Second Amendment may be executed by the parties on separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

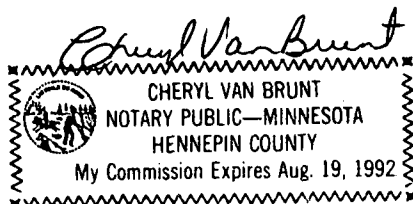
IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed as of the date first above written.

GREENBRIER LEASING CORPORATION

By Norris M. Webb
Title: Vice President

FIRST BANK NATIONAL ASSOCIATION

By DR Rollins
Title: VICE President



2/23/89

STATE OF OREGON)
)
COUNTY OF CLACKAMAS)

On this 22nd day of February, 1989, before me personally appeared Norriss M. Webb, to me personally known, who being by me duly sworn, says that he is the Vice President of Greenbrier Leasing Corporation, that the foregoing Second Amendment to Security Agreement was signed on behalf of said corporation, and he acknowledged that the execution of the said instrument was his free act and deed.

Mary D. Schmerber
NOTARY PUBLIC

My commission expires: 12/28/92